

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.99-129**  
**ANNUAL REQUIREMENTS FOR**  
**PHARMACY SERVICES FOR GENERAL ASSISTANCE**

**DATE:** December 22, 2003

**CONTRACT PERIOD:** Febr. 1, 2004 thru Jan. 31, 2005

**CONTRACTOR:** Wagey Drug Co., Inc.  
800 North 27<sup>th</sup> Street  
Lincoln, NE 68503

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Gary E. Rihanek  
**Telephone No.:** 402/476-3341  
**FAX No.:** 402/476-3586  
**E-Mail Address:** [www.wageydrug@prodigy.net](mailto:www.wageydrug@prodigy.net)

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER RENEWAL (DATED 12/19/03) OF CONTRACT**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

Original Contract to:  
Contractor  
Health Dept.  
State HHS  
Co. Clerk Public File

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**SPECIFICATION #99-129**

**PHARMACY AND RELATED SERVICES PROVIDER FOR**  
**LANCASTER COUNTY GENERAL ASSISTANCE PROGRAM**

**CONTRACTOR: Wagey Drug Co., Inc., Lincoln NE**

# **LANCASTER COUNTY, NEBRASKA**

## **CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_, 1999, by and between **Wagey Drug Co., Inc., 800 No. 27<sup>th</sup> Street, Lincoln, NE 68503** hereinafter called contractor or Wagey Drug, and the Lancaster County, Nebraska, hereinafter called the County or GA program.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Pharmacy & related services, including: supplies, equipment, delivery & consulting for Lancaster County General Assistance (GA) Program (administered by Co. Health and State of NE Health and Human Services (HHS), Lincoln, NE**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud the proposer's names, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal and clarification correspondence, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation for prescription and non-prescription items shall be in compliance with Nebraska State Medicaid Allowable Cost/Federal Upper Limit (SMAC/FUL) fee schedule.
2. Compensation for items covered by the contract shall be based on the lesser of the following criteria; Lancaster County Health Dept. Formulary, Wagey Drug's usual and customary charges and shall not exceed the Nebraska SMAC/FUL allowable amounts.
3. When a County General Assistance (GA) client is accepted as eligible and approved for Medicaid, Wagey Drug will aggressively pursue compensation from Medicaid as the primary payment source from the eligibility date rather than the County GA program.

4. Off hours and/or emergency numbers for those involved with this program are as follows:  
Gary Rihanek (President of Wagey Drug), home: 438-1493  
Gary Rihanek, cellular: 580-4173  
If Gary is out of town, he will contact the Health Dept. with an alternate phone number and contact name for any program emergencies.  
Health Dept., work (Barb Martinez): 441-8143  
Health Dept., work (Lori Heuertz): 441-6255  
Health Dept., work (Julie Tracy): 441-8070  
After the hours of 8:00 a.m.-5:00 p.m. use this number: 441-8000
5. Reports shall be generated at least quarterly by Wagey Drug for use by the Lancaster County Health Dept. and shall include the following information: 1) Patient/Client Name, 2) Drug name, strength, NDC code, 3) Prescribed by, 4) Date filled, 5) Metric quantity and 6) Charge. Wagey Drug is willing to add additional reports as requested within reason with adequate time allowed for preparation by the County.
6. Approval and billing will be handled as follows:  
Authorization will be provided by Lancaster County Health Dept. and Local HHS office either via the phone or fax whichever is most expedient for the parties involved (see **Attachment #1** - current list of "HHS Authorized Case Managers").  
Wagey Drug will file for payment of drugs issued and eligible for the County GA program on their standard insurance claim form (providing the information requested by the County plan administrators). Claim forms will be filed at least weekly.  
Wagey Drug will file any durable medical goods eligible for the County GA program on their standard HCFA #1500 (or most current approved) form (providing the information requested by the County plan administrators). Claim forms will be filed at least weekly.
7. Wagey Drug offers to the GA program delivery services. County plan administrators will offer to GA clients the delivery services, if the client is not able to pick up their medications. Any out-of-town situations will be handled on an individual basis to the satisfaction of both Wagey and the County.
8. Wagey drug will be the GA program's exclusive provider for pharmacy services and related beginning: **Feb. 1, 2000**. In preparation for this cut off to occur, the State HHS office will send a letter to GA clients, Pharmacies and Doctors to notify them of the new policy. After January 31, 2000, GA will not authorize for payment, pharmacy and related items from any other provider.
9. GA plan administrators will meet with Wagey Drug at least once annually to discuss details of the program. The first meeting shall be held in November, 2000, and will include a review of the present program and procedures, and discussion about the following years renewal option. If the option to renew for another year is offered, the Lancaster County Health Dept. will coordinate with County Purchasing to issue a contract renewal notice.

The Contractor agrees to (a) furnish all pharmaceuticals, equipment, supplies, superintendence, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof, as follows:

**SPECIFICATION 99-129, Pharmacy and Related Services for Various Lancaster County Programs (including County General Assistance Program)**

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**RFP #99-129, Annual Requirements for Pharmacy and Related Services for Lancaster County**

The Work included in this Contract shall be for the annual requirements for a one (1) year period, beginning **Feb. 1, 2000 through January 31, 2001**. If mutually agreed upon the County and the Contractor may exercise options to renew for five (5) additional one (1) year periods (Feb. 1, 2001 through January 31, 2006).

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications #99-129
5. The Standard Specifications
  - a. General Program Information
  - b. Specific Program Requirements
  - c. Program Terms & Conditions
6. The Insurance Requirements
7. Clarification and/or addendums to the Offer

These Contract Agreements, together with the other Contract Documents mentioned herein, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

*David W. Johnson*  
\_\_\_\_\_  
Lancaster County Attorney

*Kathy Campbell*  
\_\_\_\_\_  
Chairperson, Board of Commissioners

for

EXECUTION BY CONTRACTOR

IF A CORPORATION:

WAGEY DRUG CO. INC.

Name of Corporation

800 NORTH 27TH STREET LINCOLN, NE.

Address

ATTEST:

*Pamela Ribaneh* (SEAL)  
\_\_\_\_\_  
Secretary

By:

*W. E. Ribank*  
\_\_\_\_\_  
Duly Authorized Official

*President*  
\_\_\_\_\_  
Legal Title of Official



# **ATTACHMENT #1**

## **State of Nebraska Health and Human Services (HHS) AUTHORIZED GENERAL ASSISTANCE PLAN CASE MANAGERS**

LIST CURRENT AS OF: 11/22/99

Susan Klein, Supervisor . . . . .	471-5124
Tracy Armiger, Case Manager . . . . .	471-5117
Mack Backhaus, Case Manager . . . . .	471-5112
Verdell Bohling, Case Manager . . . . .	471-5032
Sharon Cronin, Case Manager . . . . .	471-5111
Lisa Igo, Case Manager . . . . .	471-7865
Pat Kermmoade, Case Manager . . . . .	471-5035
Linda McConnell, Case Manager . . . . .	471-5247
Robbi Masloskie, Case Manager . . . . .	471-5113
Anita Webb, Case Manager . . . . .	471-5248
Juanita Williamson, Case Manager . . . . .	471-5249
Lisa Wheat, Case Aide . . . . .	471-5134
Janice Houfek, Case Aide . . . . .	471-5115

Contact Susan Klein periodically for an update of the current HHS Case Management Staff.



**PROPOSAL**  
**PHARMACY SERVICES FOR**  
**GENERAL ASSISTANCE**

**RFP #99-129**

**AUGUST 25, 1999**

- Describe your customer/client service philosophy.
- Describe your proposed formulary or discount structure, including any delivery or script fees and the criteria used to charge any additional service fees.
- ✓ Describe the unit dose system that you currently operate (if you are submitting an offer on this portion of the County's work); including packaging, delivery schedules, return policies and any other pertinent information.
- ✓ A list of at least three accounts you currently service with similar needs to the County Unit Dose Facilities (include facility name, address, contract administrator name, telephone number, the term of your agreement and briefly describe the services provided).

**No bidders bond or insurance certificate required with offer**

**NOTE: RETURN 10 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:  
SEALED PROPOSAL FOR SPEC. NO. 99-129**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

WAGG Drug Co INC  
COMPANY NAME  
800 N. 27  
STREET ADDRESS or P.O. BOX  
LINCOLN NE 68503  
CITY, STATE ZIP CODE  
476-3341  
TELEPHONE NO.  
476-33586  
FAX NO.

Gary E. Rihaneck  
BY (Signature)  
GARY E. RIHANECK  
(Print Name)  
President  
(Title)  
8-25-99  
(Date)  
470-48-5371-  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

**SEALED PROPOSAL  
SPECIFICATION NO. 99-129**

**BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, August 25, 1999**

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

**RFP FOR COUNTY PHARMACY SERVICES**

For the following:

**1. GENERAL ASSISTANCE (GA) PROGRAM:**

- 1.1 Compensation for prescribed pharmacy items shall be based on the lessor of the following criteria; the Pharmacy's usual and customary charges or agreed upon formularies(\*) and shall not exceed the medicaid allowable amounts.

1.1.1 Indicate your proposed discount or formulary: AWP + 4.88 FEE  
OTC'S COST + 50% MARK-UP  
AND ALL SMAC - MAC - FUL AMOUNTS

- 1.2 Indicate if this is a joint venture arrangement with other(s) pharmacy service providers: YES ☒ NO

COMMENTS: Am Applying only For GA Contract

**2. COMMUNITY MENTAL HEALTH CENTER**

- 2.1 Compensation for prescribed pharmacy items shall be based on the lessor of the following criteria; the Pharmacy's usual and customary charges or agreed upon formularies(\*) and shall not exceed the medicaid allowable amounts.

2.1.1 Indicate your proposed discount or formulary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2.2 Indicate if this is a joint venture arrangement with other(s) pharmacy service providers: YES ☐ NO ☐

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. COUNTY CORRECTIONS DEPARTMENT

- 3.1 Compensation for prescribed pharmacy items shall be based on the lessor of the following criteria; the Pharmacy's usual and customary charges or agreed upon formularies(\*) and shall not exceed the medicaid allowable amounts.

3.1.1 Indicate your proposed discount or formulary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3.2 Indicate if this is a joint venture arrangement with other(s) pharmacy service providers: ☐ YES ☐ NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. ATTENTION CENTER FOR YOUTH

- 4.1 Compensation for prescribed pharmacy items shall be based on the lessor of the following criteria; the Pharmacy's usual and customary charges or agreed upon formularies(\*) and shall not exceed the medicaid allowable amounts.

4.1.1 Indicate your proposed discount or formulary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4.2 Indicate if this is a joint venture arrangement with other(s) pharmacy service providers: ☐ YES ☐ NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (\*) Some formularies for the various county programs listed herein have been established. Attachment #1, lists the existing Lancaster County Health Dept. formulary and additional quantity / price information. Attachment #2, lists the existing County Correction Dept. formulary and additional Stock Medication Order Information.

INCLUDE WITH YOUR RESPONSE

- A brief background summary of your firm (including; company structure, location(s) of dispensing pharmacies and/or branches, key personnel, experience and qualifications, etc.)
- Describe your current quality management program and procedures that are in place to ensure accurate and reliable dispensing of prescription items.

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

## **REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 99-129**

Lancaster County intends to enter into a contract and invite you to submit a sealed proposal for:

### **PHARMACY SERVICES FOR GENERAL ASSISTANCE , CO. CORRECTIONS, ATTENTION CENTER FOR YOUTH AND COMMUNITY MENTAL HEALTH CENTER**

#### **MEETING OR EXCEEDING COUNTY SPECIFICATIONS**

Sealed Proposals will be received by the County on or before 12:00 noon Wednesday, August 25, 1999 in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the Bid/Conference Room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposal will not be considered.

#### **COMMISSIONERS**

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KATHY CAMPBELL \* LARRY HUDKINS \* LINDA STEINMANN \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer



**WAGEY  
DRUG**

800 North 27th Street  
Lincoln, NE 68503

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August 24, 1999

Lancaster County Board of Commissioners  
Office of the Purchasing Agent  
400 S. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

Dear Commissioners:

Wagey Drug is a locally owned, independent pharmacy which has served the city of Lincoln for 75 years. We are a community, service oriented business with multiple pharmacy staff, including supportive pharmacy personnel. Private ownership allow us to handle unique situations quickly.

We offer a wide variety of services which include delivery free of charge anywhere in the city, five systems of unit dosing, patient education sheets and immediate access to a pharmacist via phone or in person. Two consulting areas and a consultation room are available to our customers. Store hours are Monday through Friday, 8:00 am to 7 pm, Saturday, 9 am to 2 pm, closed Sunday.

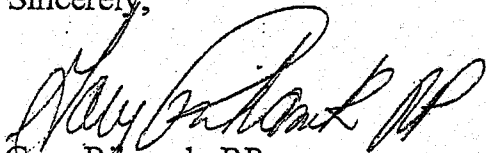
Accuracy is of utmost importance to our personnel. Because of our multiple staff all prescriptions are double checked before they are delivered to the customer.

Wagey Drug services several organizations which are affected by General Assistance, Centerpointe being the primary one. Others include Developmental Services of Nebraska and the Organized Unit Responsibility Homes.

Our formulary for proposed billing for General Assistance will be the lowest of the following: usual and customary, AWP + a \$5 fee, or state medicaid with MAC-SMAC and FUL fee structure. Generics will be used whenever possible. We propose to submit on Universal Claim Forms or HCFA 1500 for durable medical covered items.

Thank you for your consideration of our proposal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary R. Hanek", with a stylized flourish at the end.

Gary R. Hanek, RP  
Owner and Manager

References:

Centerpointe, 610 J Street, Lincoln, NE 68508, 475-5161

Developmental Services of Nebraska, 1115 K Street, Suite 102, Lincoln, NE 68508  
435-2800

O. U. R. Homes, 2445 R Street, Lincoln, NE 68503, 474-4922

# INSTRUCTIONS TO PROPOSERS

## LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall *submit ten (10) complete sets of the RFP* documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

### **2. PROPOSER'S SECURITY**

- 2.1 Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, shall be submitted with this document, as indicated on RFP Form.
- 2.2 If alternate offers are submitted, only one security will be required, provided the security is based on the highest gross offer.
- 2.3 Such security will be returned to the unsuccessful proposers when the award of RFP is made.
- 2.4 Security will be returned to the successful proposer(s) as follows:
  1. For single order offers with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the security of proposer(s) to whom an award is being considered until:
  1. A contract has been executed and bonds furnished.
  2. The specified time has elapsed so that the offers may be withdrawn.
  3. All offers have been rejected.
- 2.6 Proposal security will be forfeited to the County as full liquidated damages, but not as penalty, for the following reasons, as pertains to this specification document:

1. If the proposer fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the proposer fails or refuses to enter into a contract on forms provided by the County, and/or if the proposer fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **4. DATA PRIVACY**

- 4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **5. PROPOSER'S REPRESENTATION**

- 5.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 5.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.



## **7. SPECIFICATION CLARIFICATION**

- 7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 7.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 8.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

- 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

- 9.6 The offer will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

## **10. INDEMNIFICATION**

The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. TERMS OF PAYMENT**

- 11.1 Unless otherwise noted in specifications, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **12. LAWS**

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# SPECIFICATIONS

## PHARMACY SERVICES FOR VARIOUS LANCASTER COUNTY PROGRAMS

### SECTION I GENERAL PROGRAM INFORMATION

#### 1. SCOPE OF SERVICES

Lancaster County, herein after referred to as the County, is interested in obtaining proposals from interested Pharmacy Services Providers, herein after referred to as Proposers or Contractors, to implement and administer a pharmaceutical distribution program to adequately meet the needs of the County programs listed below (proposer may offer to provide services for any individual or combination of or all the programs - all offers will be considered):

**1.1 COUNTY GENERAL ASSISTANCE (GA):** The GA pharmacy service program provides for the needs of individual residents of Lancaster County who meet the low income General Assistance Guidelines established by the County and do not qualify for other social service benefits.

1.1.1 The County has seen a steady growth trend in the medication requirements for the GA program clients resulting in an average increased program cost of 35% per year for the past three (3) years.

1.1.1.1 The County estimates a budget of \$200,000 for pharmacy services for the 1999-2000 budget year.

1.1.2 Prescriptions will be phoned in by the Primary Care Clinic of the Lincoln/Lancaster County Health Department (located at 3140 "N" Street, Lincoln, NE) or authorized by a representative from the Department of Health and Human Services.

1.1.2.1 Patient/client would proceed directly to the contract pharmacy to pick up the medication(s).

1.1.2.1 All prescriptions **must** be prior authorized as stated above **including all refills.**

1.1.2.2 All billing for this program shall be submitted to Health and Human Services Department , 1050 "N" Street, Special Needs Unit, and include at the minimum the following information:

Patient/Client Name  
Drug Name, Strength, NDC Code  
Prescribed by  
Date  
Metric Quantity  
Charge

1.1.3 Billing **MUST** be for ONLY ACTUAL services rendered (i.e., if a prescription is ordered but not provided to the client customer for any reason), the GA program shall not be charged for the medication or service.

- 1.2 COMMUNITY MENTAL HEALTH (CMH):** The Community Mental Health (located at: 2200 St. Mary's Avenue, Lincoln, NE) Pharmacy Services Program provides for the needs of Adult Lancaster County Residents with psychiatric needs that are handled via the following two (2) programs:
- 1.2.1 The CMH outpatient and therapy clinic which treats adult residents who meet the income guidelines with ongoing mental and psychiatric needs.
  - 1.2.2 The CMH crisis unit treats adult residents who are in emergency situation requiring immediate stabilization and detoxification.
    - 1.2.2.1 Average stay in the crisis unit is approximately 4 days.
  - 1.2.1 The County has seen a steady growth trend in the medication requirements for the CMH program clients resulting in an average increased program cost per year of 20 %.
    - 1.2.1.1 The County estimates a budget of \$93,700.00 for CMH pharmacy services for the 1999-2000 budget year (this covers stock meds and bulk injectables we have no comprehensive listing of the private insurance and medicaid billings).
  - 1.2.2 Prescriptions will be phoned in by the CMH Clinic or authorized by a representative from the Medical Services or Crisis Center.
  - 1.2.3 Delivery of medications shall include unit dose short term prescriptions for the Crisis Center (usually 2-5 day pack) and also bulk packed injection medications for the outpatient clinic.
    - 1.2.3.1 Unit dose medications for individuals entering the crisis unit shall be delivered within 2-3 hours of initial call unless otherwise stated at the time of order (i.e., emergency situations or situations that don't require this prompt of a turn-around).
    - 1.2.3.2 Bulk injection medications for the outpatient clinic will be ordered and scheduled for delivery once or twice a month depending on program needs.
    - 1.2.3.3 Other bulk packed over-the-counter items for clinic stock, such as aspirin, vitamins, antacid, etc., will be ordered and scheduled for deliver once or twice a month depending on program needs.
  - 1.2.4 All prescriptions and over-the-counter medication needs of the facility will be provided by the chosen pharmacy.
  - 1.2.5 Emergency, on-call service must be available within one ( 1 ) hour, seven (7) days per week, 24 hrs. per day including holidays (*this includes Schedule II Drugs*).
    - 1.2.5.1 Emergencies arise approximately one to two ( 1-2 ) time per month, which would require immediate response
  - 1.2.6 All billing for this program will be paid by private insurance or Medicaid with patient information provided by the CMH Staff.
    - 1.2.6.1 As a last resort, if a patient does not have private insurance or qualify for Medicaid and has no means of paying for the medication, the Community Mental Health Center will pay for the order.
    - 1.2.6.2 The County cannot guarantee prompt payment of private insurance, Medicaid and/or HHS claims for clients.

- 1.2.7 All invoices for Community Mental Health shall listed *by client name* and include the following information:

By Client  
Drug Name, Strength, NDC Code  
Prescribed by  
Date  
Metric Quantity  
Charge (for drug)  
Dispensing Fee (if appropriate) listed separately on each invoice

All Stock Medications (aspirin, cotton balls, applicators, etc.) listed separately

**NOTE: NDC codes must for all medication must be listed on invoice**

- 1.3 COUNTY CORRECTIONS:** The Lancaster County Corrections Department Pharmacy Services Program administers a unit dose system of medication distribution to adequately meet the needs of the inmate offenders housed at the two County Correctional Facilities.

- 1.3.1 The program shall include all medication, reporting and administration needs for the maximum-security facility (Jail) located at: 605 So. 10<sup>th</sup> Street, and the minimum-security facility located at (Lancaster County Facility - LCF): 4420 NW 41<sup>st</sup> Street.

- 1.3.2 The County has seen a steady growth trend in the medication requirements for the County Corrections program for inmates resulting in an average increased program cost per year of 30% for the last two (2) years.

1.3.2.1 The County estimates a budget of \$135,000 for pharmacy services for the 1999-2000 budget year.

- 1.3.3 All prescriptions and over-the-counter needs of the facility will be provided by the chosen pharmacy.

1.3.3.1 Delivery of unit dose medications will be expected a minimum of two (2) times daily at pre-scheduled designated times (i.e., between 8-10:00 A.M. & 4-6:00 P.M.) at the Jail Complex and on an as-needed basis for the LCF.

1.3.3.2 Emergency, on-call service must be available within two (2) hours, seven (7) days per week, 24 hrs. per day including holidays (*this includes Schedule II Drugs*).

1.3.3.3 Emergencies arise approximately three(3) to four (4) times per month, which would require immediate response

1.3.3.4 The standard script for inmates is for a 7-day dosage UNLESS the inmate is about to be released, then requested duration is adjusted accordingly to minimize cost to the program.

- 1.3.4 All billing for this program shall be submitted to the Business Manager at the main Jail Complex.

1.3.4.1 The County currently provides incarceration services for federal prisoners.

1.3.4.2 The Business Manager will calculate the fees (from the Contractor's Billing) to be paid for federal prisoners and forward them to the Feds for payment direct to the Contractor

1.3.4.2.1 NOTE: Inmate's federal status is not usually known at the time of the medication order.

1.3.4.3 All invoices for Corrections shall listed *by inmate name* and include the following information:

By Inmate Name

Drug Name, Strength, NDC Code

Prescribed by

Date

Metric Quantity

Charge (for drug)

Dispensing Fee (if appropriate) listed separately on each invoice

All Stock Medications (aspirin, cotton balls, applicators, etc.) listed separately

NOTE: **NDC codes for all medication must be listed on invoice**

**1.4 ATTENTION CENTER FOR YOUTH:** The Lancaster County Attention Center for Youth Pharmacy Services Program administers a unit dose system of medication distribution to adequately meet the needs of the inmate youth offenders housed at the two County Facilities.

1.4.1 The program shall include all medication, reporting and administration needs for the facilities located at: 2220 South 10<sup>th</sup> Street, and at 4520 W. Stranton Street.

1.4.2 The County has seen a steady growth trend in the medication requirements for the Youth Offender Program clients resulting in an average increased program cost per year of 35%.

1.4.2.1 The County estimates a budget of \$5,000 for pharmacy services for the 1999-2000 budget year (the majority of the billings for the youth served will be paid for by private insurance or the Health and Human Services Dept.).

1.4.3 All prescriptions and over-the-counter needs of the facility will be provided by the chosen pharmacy.

1.4.3.1 Delivery of unit dose medications (usually a 3-7 day supply) will be expected a minimum of two (2) times daily at pre-scheduled designated times (i.e., between 8-10:00 A.M. & 4-6:00 P.M.)

1.4.3.2 Emergency, on-call service must be available within two (2) hours, seven (7) days per week, 24 hrs. per day including holidays (*this includes Schedule II Drugs*).

1.4.3.3 Emergencies arise approximately two (2) times per week, which would require immediate response

- 1.4.4 All billing for this program will be paid by private insurance or HHS - Child Welfare or Medicaid with patient information provided by the Attention Center Staff.
- 1.4.4.1 As a last resort, if a patient does not have private insurance or qualify for Medicaid and has no means of paying for the medication, the Attention Center for Youth will pay for the order.
- 1.4.4.2 The County cannot guarantee prompt payment of private insurance, Medicaid and/or HHS claims for clients.
- 1.4.5 Reports requested by the Attention Center shall be listed *by youth name* and include the following information:
- By Youth Name
  - Drug Name, Strength, NDC Code
  - Prescribed by
  - Date
  - Metric Quantity
  - Charge (for drug)
  - Dispensing Fee (if appropriate) listed separately on each invoice
- All Stock Medications (aspirin, cotton balls, applicators, etc.) listed separately
- NOTE: NDC codes for all medication must be listed on invoice**
- 1.4.5.1 It is also the desire of the Attention Center to obtain aggregate reports on youth sorted by funding source (i.e., private insurance, medicaid, HHS, and Attention Center obligations).

## **SECTION II**

### **SPECIFIC PROGRAM REQUIREMENTS**

#### **2.1 GENERAL ASSISTANCE CLIENT SERVICES**

- 2.1.1 The formulary from Lincoln Lancaster County Health Department (LLCHD/PCC) shall be followed as appropriate **(See Attachment #1)**.
- 2.1.2 Bioequivalent generic medications will be used at all times allowable.
  - 2.1.1.1 If the Health Department or authorized representative specifically requests a brand-name product, such request shall be honored.
  - 2.1.1.2 Charges shall not exceed the pharmacies usual and customary charges to the general public or the Medicaid allowable charge.
  - 2.1.2.3 Pharmacies shall dispense drugs listed on Medicaid's latest State Maximum Allowable Cost/Federal Upper Limit (SMAC/FUL) Listing **(See Attachment #2)**, unless exempted under 2.1.1.1 above.
- 2.1.3 The preparation and packaging of all medications shall be supervised by a registered pharmacist and shall be performed in accordance with all applicable Federal and State laws and the County's appurtenant policies and procedures.

#### **2.2 UNIT DOSE PHARMACEUTICAL SERVICES**

- 2.2.1 All medications for the Corrections, Attention Center for Youth and Community Mental Health programs shall be pre-packaged in separate unit dose dispensers with a tamper-evident container which is impermeable to moisture and approved by the Nebraska Board of Examiners in Pharmacy.
  - 2.2.1.1 Exceptions to this rule shall include those liquid medications and/or preparations which cannot be practically unit packaged due to cost and/or packaging limitations.
  - 2.2.1.2 All unit dose for the County Corrections Department shall be provided in bubble packs (See **Attachment #3** - Correction Department Formulary and list of standard stock medication).
- 2.2.2 The successful contractor shall provide "unit dose" medication and treatment carts (as associated supplies/equipment) of sufficient quantities to accommodate efficient distribution of medications throughout the facilities served.
  - 2.2.2.1 County Corrections requires three (3) medication carts (2 for the Jail and 1 for LCF) no treatment carts are required.
  - 2.2.2.2 The CMH Crisis Center requires one (1) medication cart.
- 2.2.3 The preparation and packaging of all medications shall be performed and supervised by a registered pharmacist and shall be performed in accordance with all applicable Federal and State Laws and Regulations and the facility's appurtenance policies and procedures.

- 2.2.4 Address in your proposal a policy for return of any unused unit-dose medications (if any), reference appropriate legislation governing returns of this kind.

### **2.3 BULK PACKAGED STOCK MEDICATIONS**

- 2.3.1 Bulk packaged injection medications will be ordered on an as-needed-basis for the CMH Outpatient Clinic (usually one to two times per month).
- 2.3.2 Bulk packaged over the counter medications such as aspirin, antacid, etc., will be ordered by Agency programs on an as-needed basis.

### **2.4 PHARMACY CONSULTING SERVICES AND REPORTS**

- 2.4.1 The selected contractor shall provide on-site in-service and continuing education for the facility staff with relation to the implementation and continued use of the pharmacy services requested thereafter.
- 2.4.1.1 As part of the agreement, and at no additional cost to the County, the contractor shall provide a minimum of two (2) in-services per year and more frequent presentations may be requested if circumstances dictate.
- 2.4.2.2 In-service sessions will be presented at times and places convenient to the County personnel required to attend.
- 2.4.2.3 In-services offered shall qualify for CEU's or "Contract Hours" applicable to nursing license requirements.
- 2.4.2 The Contract Pharmacy will contact physicians or agency contact (may vary with program requirements) via written letter, telephone, and/or fax regarding modification of therapy.
- 2.4.2.1 Corrections will require a written notification to be sent or faxed to the Nursing Staff, the Nurse will then contact the inmates doctor and inform them of the patients incarceration status and Pharmacist recommendation.
- 2.4.3 Periodic (at least quarterly) inspection of facility's medication dispensing equipment shall be performed by the contractor.
- 2.4.4 Destruction of old/unused medications shall be performed by the Successful Pharmacy on a monthly basis (unless otherwise agreed upon by program administrators).
- 2.4.4.1 Any credit for unused or returned medication allowable shall be documented and credited on the next County invoice.
- 2.4.5 County desires the following reports at the indicated frequencies - provide sample reports with your offer (additional reports may be requested from time-to-time):
- 2.4.5.1 Monthly - Drug utilization reports by program/facility
- 2.4.5.2 Monthly - Psycho tropic and antidepressant usage reports and their relationship to national averages
- 2.4.5.3 Quarterly - Summarization of drug distribution system; pharmacy services, medication related incidents, and inmate/client drug utilization
- 2.4.5.4 As requested by programs - Reports summarizing patient profile, utilization patterns (including high usage) and drug interaction incidents
- 2.4.5.5 As requested by programs - Individual patient (s) report to include: high cost patient, drug interaction(s), overutilization/abuse by patient, therapeutic drug interaction, allergies, and drug duplication
- 2.4.5.6 Annual - report of aggregate data



2.4.5.6.1 Describe in your offering your ability to: 1) formulate aggregate reports on a per patient basis, and 2) formulate aggregate reports on a medication basis

2.4.6 The contractor will monitor all inmate and/or client profiles (depending on the award of the RFP requirements) on a continuing and on-going basis and thorough reviews will be performed whenever necessary.

## **2.5 CRITERIA FOR PHARMACEUTICAL SERVICES**

2.5.1 Must be an established pharmacy in business at least for two (2) years with experience in drug distribution and consulting for similar facilities and/or city wide coverage.

2.5.1.1 All services provided to client/customers and to County Personnel shall be delivered in a professional manner with respect and dignity to all persons involved.

2.5.2 Display competence in handling a high volume pharmaceutical service program with little or no error in medications provided.

2.5.3 *For Unit Dose facility programs:* Pharmacy must be able to provide seven (7) day per week services and offer extended hours or on-call service beyond the normal business day.

2.4.3.1 Must be able to provide twenty-four (24) hr., seven (7) day per week emergency service.

2.4.3.2 Must be able to provide FAX communication delivered via phone line and programming 365 days per year.

2.4.3.3 Describe your potential for development of computer software program/system for point of sale services.

2.5.4 Successful provider shall be able to provide less than 2 hr. turn-around on most standard prescriptions requested.

2.5.5 The proposer must describe staffing capacity to adequately and accurately carry out service requirements as described in the specification and contract

2.5.5.1 If your offer is a joint partnership with another/other firm(s) detail the obligation of each party to service the program(s) listed (i.e., will you rotate "on-call" or emergency services, will coverage be divided by program or section of the City, etc.)

## **2.6 SUPPLIED BY THE PHARMACY (UNIT DOSE PROGRAMS)**

2.6.1 Contractor shall provide and maintain all medical equipment needed to house and dispense medications including medication carts, treatment carts, pill crushers, medex's and medex inserts as-needed.

2.6.2 Pharmacy shall provide and maintain dedicated communication equipment (fax machine or computer terminal) and any related supplies (communications sheets, software, etc.).

2.6.3 Provide supplies, equipment and records necessary to perform on-site periodic destruction of all discontinued medications.

2.6.4 Supply resource manuals to Nursing staff including the following: 1) over-the-county identification; 2) Physician's Desk Reference (PDR) and side effects; 3) nursing drug handbooks (as needed).

## 2.7 COMPENSATION FOR SERVICES

- 2.7.1 Compensation for medications shall be as set forth in the schedule submitted herein and under no circumstance shall fees exceed "Medicaid Maximum Allowable Cost (MAC) / Federal Upper Limit (FUL) Listing" for generic drugs or Medicaid Established Acquisition Cost (EAC) for name brand drugs.
  - 2.7.1.1 All changes in the applicable fee schedule will adjust the contractor's schedule comparably.
  - 2.7.1.2 Dispensing Fees for *Unit Dose Programs* shall be charged on a one-time basis per script (i.e., the agency will pay the dispensing fee on the first request for the medication, if additional refills are required while the inmate/ client is under continuous County Care *no additional dispensing fee will be charged*).
- 2.7.2 It is understood that collection of fees for medications distributed to the County's *General Assistance Residents* is to be conducted entirely between the contractor and the Nebraska Health and Human Services Department.
  - 2.7.2.1 The collection of any private billings to clients who are obligated to pay certain exempt or additional medication expenses shall be solely between the contractor and the client.
    - 2.7.2.1.1 The County will assume no liability for any additional client fees unpaid for any reason whatsoever.
  - 2.7.2.2 For the *General Assistance Program*; it is understood, the Contractor shall pursue any/all other payment sources prior to billing the General Assistance Program (this program is to be billed ONLY when other payment sources are NOT available)
    - 2.7.2.2.1 It is understood that collection of fees for medications distributed to the County's GA Clients is to be conducted entirely between the Contractor and the Nebraska Health and Human Services Department..
    - 2.7.2.2.2 *It is understood that; if a County Client's SSI/Medicaid eligibility determination is pending, the Contractor shall agree that payment will not be initiated until six (6) months following the month of service.*
- 2.7.3 The contractor shall be paid fees for consulting services as agreed at the hourly rate (if offered at a fee) as accepted in the proposal response and resulting negotiations.
  - 2.7.3.1 Any rate adjustment will be reached by mutual consent of both parties and will become part of this contract by addendum.
- 2.7.4 *Under no circumstances, FOR ANY OF THE COUNTY PROGRAMS AWARDED, shall the provider submit charges that exceed the usual and customary charges*

## **SECTION III**

### **PROGRAM TERMS & CONDITIONS**

- 3.1 PRICING STRUCTURE** The pricing requirements of this request will be divided into four (4) sections which include two (2) responses, one will address the needs for medications at a contract price structure and the second to address the need for pharmacy consultation and/or reporting services.
- 3.2 TERM OF THE CONTRACT**
- 3.2.1 The contract shall be for a one (1) year period.
- 3.2.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for twelve (12) consecutive months.
- 3.2.2 The contract shall be renewable for two (2) additional one (1) year periods by mutual consent of the parties involved.
- 3.2.2.1 If renewal of the contract for the additional terms is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
- 3.2.2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
- 3.3 INFORMATION**
- 3.3.1 For information regarding this request please contact Kathy A. Smith (402) 441-8309, Assistant Purchasing Agent for the City of Lincoln/Lancaster County.
- 3.4 RELATIONSHIP BETWEEN THE PROVIDER AND THE COUNTY**
- 3.4.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an independent contractor for all purposes and in all situations.
- 3.4.2 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 3.4.3 Each party shall be responsible for its own negligence and the negligence of its employees.
- 3.5 LIABILITY INSURANCE**
- 3.5.1 Contractor shall maintain professional liability and malpractice insurance throughout the term (and any subsequent renewal term) of this agreement.
- 3.5.2 The amounts of such insurance will be those minimums (if any) prescribed by law and/or recommended by the American Pharmaceutical Association.

3.5.3 Contractor agrees that the County may examine the contract insurance policies at its request and that compliance with such a request will not be unreasonably withheld or delayed.

3.5.4 Contractor agrees to hold harmless the County and/or its assigns, to the fullest extent allowed by law, from any losses, claims, damages and expenses, including attorney's fees arising out of, or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the contractor, any supplier or subcontractor(s), anyone directly or indirectly employed by any of them or anyone for those actions any of them may be liable.

### **3.6 ACCESS TO RECORDS**

3.6.1 The County will take all necessary steps to assure complete access by the Contractor to all records necessary for the performance of its duties hereunder.

3.6.2 The Contractor shall retain as completely confidential all information relating to the policies, procedures, and records of the County, consistent with all laws regulation the disclosure of public and private (client) records.

### **3.7 NON-ASSIGNABLE**

3.7 This contract cannot be assignable by Contractor without written permission from the Lancaster County Board of Commissioners.

### **3.8 MODIFICATION OF PHARMACY SERVICES**

3.8 The pharmacy services as specified in the contract and this proposal for pharmaceutical services cannot be modified by either party without the written consent of both parties.

### **3.9 CONTRACT PROCEDURES AND PROVISIONS**

3.9.1 The enclosed contract, proposal and addenda provided to the County by the contractor shall comprise the entire contract of the parties.

3.9.1.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.

3.9.2 All other expenses incurred in the implementation and operation of pharmacy services not mentioned herein will be borne by the contractor.

3.9.3 Any and all contractual agreement(s) generated as an outcome of this RFP process shall not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.

### **3.10 TERMINATION**

3.10.1 Any agreement generated as a result of this process may be terminated at any time by either party in consideration of 90 days written notice.

- 3.10.1.1 Such notice shall be forwarded to the most current address of the recipient and shall be sent by registered mail.
- 3.10.1.2 It is further agreed that prior to the sending of a "Notice of Intent to Terminate", the party desirous of such termination will discuss the reasons for such action with the other party and will strive, in good faith and without prejudice, to resolve the circumstances necessitating the action to terminate the contract.

**3.11 JOINT VENTURES OR PARTNERSHIPS:** Joint ventures or partnerships will be considered if offered by Pharmacy Services Providers.

- 3.11.1 If you are offering a joint venture or partnership to meet the needs of the described program(s) you must clearly define how the Work will be divided and who will perform the specific tasks requested herein.
- 3.11.2 Detail how aggregate reports and information will be handled and describe the billing and payment dispute system which will be set in place to insure adequate central management of the program records.
- 3.11.3 Offer shall also indicate a contact person who will serve as the main customer service point of contact for ordering, billing and dispute resolution.

**3.12 AWARD OF THE RFP REQUIREMENTS:** Will be all-or-none to one provider OR individually by program (i.e., GA, Corrections, CMH, and Attention Center for Youth) or a combination of providers, which ever is determined by the review committee to best serve the needs of the County.

- 3.12.1 Responses to this request will be reviewed and ranked by a committee of the program providers and administrative staff.
- 3.12.2 Top ranked Proposers may be requested to give an oral presentation of the program offered and to further clarify their offers on individual program mechanics and procedures.